

EXHIBIT H

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

LESLIE DICK WORLDWIDE, LTD. and LESLIE
DICK,

Index No.: 06/600222

Plaintiffs,

- V -

MACKLOWE PROPERTIES, INC., FIFTH
AVENUE 58/59 ACQUISITION CO., L.P., HARRY
MACKLOWE, EASTDIL REALTY COMPANY, LLC,
BENJAMIN V. LAMBERT, WAYNE L. MAGGIN,
GEORGE SOROS, SOROS FUND MANAGEMENT LLC,
CONSECO, INC., CARMEL FIFTH LLC, 767
INTERMEDIATE, LLC, 767 FIFTH AVENUE, LLC AND
CHUCK CREMENS,

Defendants.

**AFFIDAVIT OF LESLIE DICK IN OPPOSITION TO
MACKLOWE DEFENDANTS, CONSECO DEFENDANTS AND
EASTDIL DEFENDANTS' MOTION TO DISMISS
PLAINTIFFS' VERIFIED AMENDED COMPLAINT**

State of New York }
County of New York }

Leslie Dick, being duly sworn, deposes and states as follows:

1. I am the President of Leslie Dick Worldwide LTD., a Plaintiff in this lawsuit, and an individual Plaintiff in this lawsuit. I have been in the real estate business since June, 1977, approaching thirty years.

2. I have reviewed the Macklowe Defendants, Eastdil Defendants, Consecos Defendants' Motion to Dismiss Plaintiffs' Verified Amended Complaint, specifically as to the truthfulness of their facts as contained therein. There are numerous statements of facts that

are simply incorrect which can be shown to be not true by the introduction of certain documents attached hereto and incorporated by specific reference to this Affidavit.

3. On November 24, 2003, I sent a letter to Mr. Ben Lambert of Eastdil Realty addressing my concern that the Auction conducted by Eastdil on behalf of Consecro, Inc. was clearly suspect, and may have violated both State and Federal Laws. A copy of said letter was also sent to Mr. Richard M. Kovacevich, Chairman of Wells Fargo & Co. (parent company of Eastdil), Mr. William J. Shea, President of Consecro, Inc., Mr. George Soros, Soros Fund Management LLC, and Mr. Harry Macklowe, Chairman of Macklowe Properties, Inc.

Attached hereto as Exhibit 1 are proofs of delivery to all parties stated herein and a true copy of said November 24, 2003 letter. Consequently, Macklowe's representation in his Motion to Dismiss (page 5, paragraph 1) that he was never on notice of Plaintiffs' claims is demonstrably false.

4. To date, none of the parties referenced in my November 24th letter ever responded to my allegations, in writing. However, they have used their associates as proxies to send me threats and to try to stop me from exposing their fraud and asserting my legal rights.

5. Also, as set forth in paragraph 59 of the Verified Amended Complaint, Macklowe should have known of any claims since an associate of his offered me ten percent of the deal if I would went along with their scheme to fraudulently gave title of the building to Macklowe, as the front man for Soros.

6. Also, I was advised by one of the defendants' associates that "there was no way" that the defendants were going to let a non-New Yorker obtain the rights to purchase the General

Motors Building, and that if I were to pursue legal action against any of the people involved in the conspiracy, that I would be blackballed from any deal of consequence in the Manhattan real estate market. Moreover, he indicated that indeed, George Soros masterminded the bid-rigging scheme in regards to the GM Building.

7. Two years earlier, in March of 2002, Mr. Gary C. Wendt, Chairman and CEO of Conseco, Inc. wrote me a letter dated March 21, 2002 in response to a purchase proposal one week earlier by myself. Mr. Wendt indicated that the Conseco defendants intended to utilize an open auction in regards to the sale of their interest in the General Motors Building. Attached hereto as Exhibit 2 is a true copy of the March 21, 2002 Gary C. Wendt letter to myself.

8. Between the March 21, 2002 letter from Gary C. Wendt and the submission to me of the July 16, 2003 Principal Confidentiality Statement (16 months later), I received no less than ten (10) verbal assurances that an "open auction" would be fairly conducted in regard to the sale of the General Motors Building. (See Paragraphs 25, 30, 33, 38, of the Verified Amended Complaint)

9. In addition, I later learned that in fact Wayne Maggin, Ben Lambert and/or Eastdil had no legal authority to conduct any auction (or sales process), rendering their July 16, 2003 "Principal Confidentiality Statement" as an outright fraud not only against myself, but the other interested parties including but not limited to the Conseco Bankruptcy Creditors. (See paragraphs 14, 17, 18, 19, 20, 21, 37, 40, and 41 of the Verified Amended Complaint.)

10. The August 13th letter that defendants rely upon for support of their baseless argument that they did not have to sell to the highest and best bidder was itself fraud. The defendants continued to represent to me after August 13th that the auction was an open one and that if I submitted the highest and best bid, I would be awarded the sale.

11. After reviewing the Solow Building Corporation v. Carmel Fifth, LLC (Conseco; Inc.) case records, the Affidavit of Mr. Steven M. Cherniak dated September 19, 2003, I learned that I was not the only bidder who received both written and oral statements from Conseco and Eastdil that an open and fair auction would be conducted by Eastdil. There were Thirty (30) bidders who participated in the Eastdil Auction, which will be a sufficient discovery pool to decipher the full extent of the other written and oral misrepresentations made by Defendants Eastdil and Conseco. Attached hereto as Exhibit 3 is the Affidavit of Steven M. Cherniak, dated September 19, 2003.

12. In July of 2005, I had the opportunity of meeting with a real estate professional who had a similar experience in dealing with Eastdil as was practiced upon myself. The key elements of the same experience were the following: Wayne Maggin was conducting an Auction; Wayne Maggin did not like foreign money; and Wayne Maggin picked a buyer that had previously given Eastdil listings on other properties. Attached hereto as Exhibit 4 is a true copy of an e-mail I received on Friday, July 15, 2005.

13. The Macklowe Defendants have misrepresented to this court that they have "spent millions of dollars renovating and improving the GM Building, and put billions of dollars at risk in the New York Real Estate Market" (Macklowe Memorandum of Law in Support of Defendants' Motion to Dismiss, Pg. 8, Pgh.1). Upon information and belief, the above

statement is a blatant falsehood, any funds that have been used to maintain and/or improve the Building have come out of cash-flow or reserves for capital improvements, not from the defendants' own financial resources.

14. Moreover, as outlined below, an analysis of financial structure of the Macklowe (Soros) Acquisition and the current financial structure demonstrates that Macklowe has no equity in the deal or the building. According to recent news articles, Mr. Macklowe has begun a process (since receiving the Verified Amended Complaint) to refinance current equity financing only in place for one (1) year. This refinancing will be the second such refinancing within a two (2) year period.

ACQUISITION FINANCING

0.000 Billion Dollars – Macklowe
1.140 Billion Dollars – Debt (Deutsche Bank)
.300 Billion Dollars – George Soros (equity)
1.440 Billion Dollars

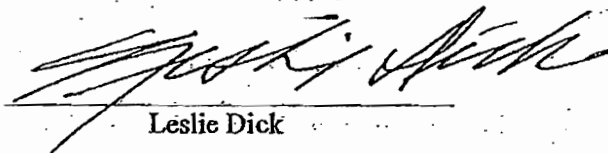
CURRENT FINANCING

0.000 Billion Dollars – Macklowe
1.140 Billion Dollars – Debt (Deutsche Bank)
.300 Billion Dollars – Jamestown Properties
1.440 Billion Dollars

15. The increase in value of the General Motors Building has nothing to do with the Macklowe (George Soros) current unlawful ownership of this very unique asset, which has historically both gained the highest rents and appreciation increases (per year) than any other building in New York City.

16. The General Motors Building was purchased by Trump and Consec in 1998 for \$814.6 Million Dollars. As reported in the New York Post, February 8, 2002, Business Section, Page

33, "Trump vs. Wendt," during his ownership Trump redeveloped the "formerly barren below grade plaza and boosted rents to between \$75.00 and \$105.00 a foot." Attached hereto as Exhibit 5 is a true copy of the article, entitled "Trump vs. Wendt." Thus, upon information and belief, Macklowe and Soros have done little or nothing to improve the Building since having unlawfully acquiring title but, rather, have merely drawn down on cash flow and reserves.


Leslie Dick

Sworn before me this 14th day of August, 2006

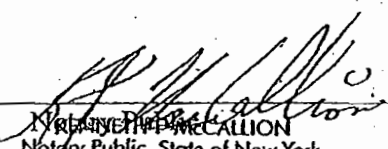
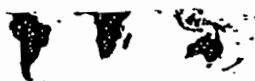

Notary Public, State of New York
No. 02MC4951204
Qualified in New York County
Commission Expires July 16, 2007

EXHIBIT 1



LESLIE DICK WORLDWIDE LTD.

- INTERNATIONAL COMMERCIAL AND INDUSTRIAL DEVELOPMENTS
- ECONOMIC PROJECT DEVELOPMENT CONSULTANT SERVICES
- INTERNATIONAL REAL ESTATE DEVELOPMENT AND INVESTMENT FUND
- INVESTMENT ACQUISITION, DISPOSITION AND FINANCING SERVICES
- ASSET MANAGEMENT AND CONSULTANT SERVICES

Mr. Benjamin V. Lambert
Chairman and CEO
Eastdil Realty Inc.
40 West 57th St.
New York, NY 10019-4001

November 24, 2003

PRIVILEGED & CONFIDENTIAL
VIA EXPRESS MAIL

RE: NOTICE OF INTENT TO FILE CRIMINAL COMPLAINT - VIOLATIONS
OF FEDERAL & STATE LAWS FOR THE SALE AND ACQUISITION OF
THE GENERAL MOTORS BUILDING, NEW YORK, NEW YORK

Dear Mr. Lambert:

During the last week of August and the first week in September, I called your office no less than five (5) times to speak and meet with you in regard to the above. Had you returned my calls I would have discussed my personal opinion that no less than four (4) separate criminal Statutes and Laws were violated in Eastdil's Sale of the above referenced property. In that you failed to return any of my phone calls – and your personal secretary indicated that you could not meet with me for at least thirty (30) days¹, I will outline what I think are the Laws which were violated, with a few specific examples of said facts.

The Federal and State Statutes and Laws that were violated are the following:

- **THE CIVIL RIGHTS ACT OF 1866**

“An Act to protect all persons in the United States in their Civil Rights, and furnish the Means of their Vindication.”

In essence, “all citizens have the same rights to inherit, purchase, lease, sell, hold, and convey real and personal property...”

¹ It was reported that the closing of the GM Building occurred on September 26, 2003. I think it is clear that you had personal knowledge of these violations (Sheldon Solow Lawsuit against Consecq C.A. No. 20542-NC, New Castle County, State of Delaware) and wanted to complete the collusion and conspiracy in my opinion. I think the alleged crime was micromanaged by yourself, Eastdil, Harry Macklowe, George Soros, and others to effectively complete the sale – knowing full well it would take years to unravel the transaction and expose the criminal behavior to the public.

The violation of this law is serious enough that within its body the President of the United States can intervene directly Sec. 8. And be it further enacted, that the whenever the President of the United States shall reason to believe that offenses have or are likely to be committed against the provisions of this act within any judicial district, it shall be lawful for him, in his discretion, to direct the judge, marshal, and district attorney of such district to attend at such place within the district, and for such time as he may designate, for the purpose of more speedy arrest and trial of persons charged with a violation of this act; and it shall be the duty of every judge or other officer, when any such requisition shall be received by him, to attend at the place and for the time therein designated.

Example

My bid of 1.4 Billion Dollars plus the payment of the New York City Transfer Tax (4%) brought my initial bid to 1.456 Billion Dollars. The statement by your employee to me that I am not invited to participate in the second "bid" because my equity money was from foreign based Saudi (Arab) money. I have the right to use any type of money in my real estate acquisitions – as long as the funds in question are not derived from criminal activity. In addition, it appears that Mr. Harry Macklowe was given inside information and special rights beyond what was given to all other bidders².

- THE SHERMAN ANTITRUST ACT OF 1890

The Act declared illegal "every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations." In addition it is well recognized that "This prohibition applies not only to formal cartels but also to any agreement to fix prices, limit output, share markets, or exclude competition."

Example

In my opinion the statements and information contained within the Sheldon Solow Lawsuit, coupled with other statements and actions made to me, along with other facts contained within in my complaint will demonstrate that there is no reasonable explanation – other than Bid Rigging – why my Second Bid (the "uninvited" bid) of 1.5 Billion Dollars should not have been accepted by Conesco and Eastdil (their "agent") except for the fact that the fix was in to allow Harry Macklowe to put in a bid of 1.4 Billion – less than my initial bid and equal to Sheldon Solow's bid.

- THE FEDERAL TRADE COMMISSION ACT ("FTCA")

"The Federal Trade Commission Act prevents unfair competition methods and unfair or deceptive acts that may affect business commerce. Violation of the FTCA is usually proven by showing bad faith, fraud, oppression, or a violation of public policy... The law does not require that an actual deception take place. A business may also be liable for the unfair and deceptive acts of its employees, agents, or representatives."

² As a Jew and a son of Holocaust Survivors, whose parents suffered the discriminatory policies of Nazi Germany – and the fact that I grew up not having one grandparent and a very small family, makes me extremely sensitive and angered when Jews like yourself, Harry Macklowe and George Soros practice the same kind of group elitist thinking and behavior to substantiate your scheme to make sure that your "gang" would end up with the ownership of the GM Building.

Example

On or about March 14, 2002, my Letter of Intent (enclosed) offered Consecro \$500,000,000. for their financial interest in the GM Building.³ In response to said offer Mr. Gary C. Wendt responded by letter of March 21, 2002 (enclosed). In a follow up conversation with Mr. Chuck Cremens, he was not interested in my offer of \$1,440,000,000. of March 14, 2002. The stated reasons were that their litigation with Trump was not complete, and that they wanted to have an "open" Auction to determine market price.

On or about August 1, 2002, I offered a sum certain of 1, 390,000,000 (\$450,000,000. above their existing debt balance) not having received any recent financial documents by Consecro – but encouraged to make a definitive offer.

According to Court documents,⁴ Mr. Macklowe offered \$1.365 Billion plus an additional \$10-15,000,000. "to secure our place as the winning bidder". Thus on August 27, 2003 Mr. Macklowe's "bid" was 10 Million less than my bid one year earlier of 1.39 Billion. It is interesting to note the close proximity of Mr. Macklowe's "final bid" of August 27, 2003, in that it is less than my bid a year earlier, both my 1st and 2nd bids in the "open" Auction – and even was lower than Sheldon Solow's bid.

It appears that Consecro (Chuck Cremens) needed to engage the services of Eastdil to conduct an "open" Auction in order to receive (after payment of commission to Eastdil) a sum which they could have had a year earlier (without Eastdil) and \$100 Million less in the bid of 1.5 Billion (my second bid) as opposed to the 1.4 Billion "bid" of Mr. Macklowe.

It is interesting to note that Mr. Cremens was willing to accept an amount of 1.4 Billion from Mr. Macklowe (with Eastdil's help) netting out approximately \$114 Million less for Consecro's shareholders (including an estimated 1% or 14 Million dollar fee to Eastdil).

- **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, TITLE 18 U.S.C., SECTIONS 1951, 1952, 1957, 1962-1968**

Upon information and belief, these violations involve Eastdil Realty Inc. (Ben Lambert & Wayne Maggen) and Macklowe Properties Inc. (Harry Macklowe and William S. Macklowe), Consecro (Chuck Cremens), and the mastermind George Soros. Furthermore, Section 1963 specifically provides that "Property subject to criminal forfeiture under this section includes – (1) real property, including things growing on, affixed to, and found in land; and (2) tangible and intangible personal property, including rights, privileges, interests, claims and securities.

Example

[Intentionally left blank]

- **NEW YORK STATE REAL PROPERTY LAW (RPL) LAWS 1909, CHAP. 52 ARTICLE 12-A SECTIONS 441C., AND 442C.**

"A broker's responsibility is to serve the public with honesty and competency."

³ According to Consecro in May, 2000 their existing debt balance (above the 1st mortgage of \$700,000,000.) was approximately \$240,000,000. (principal plus accrued interest).

⁴ Plaintiff's Reply Memorandum of Law in Support of Preliminary Injunction and in opposition to Defendant's Motion to Dismiss dated September 23, 2003, Solow Building Corporation v. Carmel Fifth, L.L.C., C.A. No. 20542-NC, Chancery of the State of Delaware, New Castle County. Pg.6, Pgh.2

The violations of the above referenced Law apply to Benjamin V. Lambert and Wayne L. Maggen of Eastdil, Inc. only to the best of my information and belief.

Example

[Intentionally left blank]

As a citizen and a crime victim, I have the exclusive right to file a Criminal Complaint and request the Department of Justice, State's Attorney General, Federal Trade Commission, Secretary of the Treasury and Postal Service to investigate the bid rigging and other illegal activity, in that, "criminally derived property" may not be used to obtain funds in the furtherance of a "specified unlawful activity". In addition I am entitled to file a civil lawsuit for Damages that I have suffered as a result of what I think is very blatant criminal activity.

The projected Damages that a bona fide Purchaser of the General Motors Building seeking to hold said Investment Property for a minimum ten (10) year hold period could reasonably expect to have a Total Return (Cash Flow, Appreciation and Tax Depreciation Benefits) of not less than One (1) Billion Dollars. Violations of the Laws referenced above specifically provide for treble damages to compensate a victim(s) of the alleged crimes hereinbefore elucidated, thus bringing the damages to a projected amount of Three (3) Billion Dollars, per victim.

Mr. Lambert, approximately two (2) years ago when I met with you in your office you stated to me "I want to be your friend."⁵ If perpetrating these alleged crimes against me and the other bidders of the General Motors Building is what you call "friendship", unfortunately, I am going to have to decline your offer of friendship, since my understanding of friendship is different than your acts of friendship.

In addition, as a subsidiary of Wells Fargo & Company, doing business in many states, I refer you to the code of Ethics and Business Conduct I. Wells Fargo's Approach Pghs. 1-4 and in the Chairman's own words:

"Integrity is not a commodity. It's the most rare and precious of personal attributes. It is the core of a person's - and a company's - reputation."

In that Eastdil has consummated over 130 Billion Dollars in Transactions since 1967, I think and believe that this type of alleged criminal activity has been practiced previously - both under your current parent corporation as well as Nomura Securities. As to Mr. Harry Macklowe, his previous documented and alleged behavior in Court Records and the Press speak for itself, in my opinion.

It is my opinion that Mr. George Soros masterminded the alleged crime from the very beginning using you and even replacing Wachovia (Harry Macklowe's financier) as to cover up the source of funds used to facilitate the closing of the General Motors Building. It is my belief and opinion that it was George Soros using Harry Macklowe ("strawman") to acquire an interest in the G.M. Building using funds (unregulated by the S.E.C.) to gain said interest.⁶

⁵ It is interesting to note that your friend A. Alfred Taubman was convicted of violations of Federal Law pertaining to price fixing as Chairman of Sotheby's Auction House.

⁶ It is interesting to note that Mr. George Soros was convicted of a felony for insider trading in a French Court and fined \$2.2 Million. From England, Italy, Russia, Argentina, Malaysia, Indonesia, Philippines, etc., George Soros has demonstrated the manipulative business practices and schemes inflicted upon them. Taiwan issued a special decree that threatened "any person cooperating with Soros funds" would be charged with a criminal offense.

Please be advised that I have prepared a verified formal criminal Complaint outlining in detail the specific facts and documents that in my opinion will establish the proofs of the alleged criminal activity that was propagated and effectively consummated against myself and the other bidders for the GM Building.

Upon the advice of counsel, I am extending you a seven (7) day period of time to discuss this correspondence of my opinion and beliefs with your lawyers and business associates — prior to my legal rights being advanced, and a press release being issued.

In conclusion, please be advised that I am requesting and will expect to receive the opportunity to bid on all properties exclusively listed for Sale and/or Auction with Eastdil with monetary values (projected or otherwise) in excess of One Hundred Million (\$100,000,000.) Dollars US. This includes all properties in the United States and Internationally.

Very truly yours,

Leslie Dick

cc: Mr. Richard M. Kovacevich
Chairman and CEO
Wells Fargo and Company
420 Montgomery St.
San Francisco, CA 94163

PRIVILEGED & CONFIDENTIAL
VIA EXPRESS MAIL

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VIA EXPRESS MAIL

Mr. Harry Macklowe
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